

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND  
the \_\_\_\_\_  
and the \_\_\_\_\_  
UNDER THE URBAN CREEK RESTORATION AND FLOOD CONTROL ACT

**THIS AGREEMENT**, is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Department of Water Resources of the State of California, (State), and the Sponsor, \_\_\_\_\_, and the Co-sponsor, \_\_\_\_\_, (Grantees). State and Grantees hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide Urban Creek Restoration Program grant funds for the planning and/or execution of a watershed stabilization and flood damage reduction project, as provided for by California Water Code Section 7048, on \_\_\_\_\_ Creek in \_\_\_\_\_ County. Grantees agree to use the grant funds received in accordance with the terms specified in this Agreement and pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
2. **Grant Amount.** Subject to the availability of funds, State shall provide a grant in the amount of \$\_\_\_\_\_ to Grantees to assist in financing the urban creek protection, restoration and enhancement project to be carried out as described in the Exhibits listed in paragraph 4 below.
3. **Term of Agreement.** The term of this Agreement will begin on \_\_\_\_\_, \_\_\_\_\_ and extend through \_\_\_\_\_, \_\_\_\_\_. The term may be amended by agreement of the parties.
4. **Incorporation of Standard Provisions and Grantee's Commitments.** This Agreement incorporates:
  - Exhibit A. Standard Clauses
  - Exhibit B. Workplan and Budget
  - Exhibit C. Maintenance Plan
  - Exhibit D. Appraisal Provisions
  - Exhibit E. Land Acquisition Cost Schedule
5. **Grantees Responsibilities:**
  - A. Grantees shall implement on-site work to be performed as specified in a Work Plan developed by Grantees' Project Manager with the assistance of the Project Manager(s) for State.
  - B. Grantees shall develop a program to manage streambank stability, stream channel environment and watershed for the purpose of reducing damages from erosion and/or floods and improving the environmental values of the riparian environment. Development of this management program is provided for in the attached Work Plan.

- C. Grantees are solely responsible for design, construction, operation and maintenance of the project. Review or approval of plans, specifications, bid documents or other construction documents by the State is solely for the purpose of proper administration of grant funds by the State and shall not be deemed to relieve Grantees of or restrict their responsibility. Any planning and design assistance provided to Grantees by State is provided pursuant to California Water Code Section 7048 and is not governed by the terms of this Agreement.

6. **Project Managers:** The Project Manager for State is:

Program Coordinator, Urban Streams Restoration Program, Division of Planning and Local Assistance, Department of Water Resources, acting directly or through representatives acting within the scope of delegated authority.

The Project Manager for Grantees, is:

(title of position) \_\_\_\_\_

Grantees hereby delegate authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by both/all Grantees which will be provided to the Department of Water Resources (DWR).

State or Grantees may change the foregoing delegations by written notice to the other parties.

Notices by Grantees' Project Manager shall be sent to:

Department of Water Resources  
Division of Planning and Local Assistance  
Attention: Program Coordinator  
Urban Streams Restoration Program  
Post Office Box 942836  
Sacramento, California 94236-0001

Notices by State's Project Manager shall be sent to:

(title of position and address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **CEQA Compliance.** Prior to disbursement of implementation funds under this Agreement, Grantees shall comply with all applicable requirements of the California Environmental Quality Act (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.

8. **Periodic Reports:** The Project Manager shall submit periodic progress reports as directed by the State on the status of the project to Urban Streams Restoration Program staff at the Department of Water Resources. The submittal of these reports is a requirement for initial and continued disbursement of grant funds.
9. **Project Oversight.** State may inspect the project at any reasonable time to ensure it is being carried out in accordance with the work plan and that it is being properly maintained. During the administration of this contract, State may also direct and Grantees shall provide technical, financial, hydrologic, bioengineering, soil and water quality, environmental, water rights, legal analyses and justifications, and other relevant information and resources to ensure the project is being carried out in accordance with this Agreement.
10. **Method of Payment.** All payments, except those for real property acquisition components of projects, will be made in arrears upon receipt of an original invoice and three copies by the Department of Water Resources, Division of Planning and Local Assistance, Attention: Program Coordinator, Urban Streams Restoration Program, Post Office Box 942836, Sacramento, California 94236-0001. Invoices shall include Agreement number and Work Plan element identification. For real property acquisition components of projects, see paragraph 15. l.
  - a. Projects located in Northern District require one additional copy mailed to: Northern District, Department of Water Resources, Attention: Environmental Scientist, Watershed Management Section, 2440 Main Street, Red Bluff, California 96080-2356.
  - b. Projects located in Southern District require one additional copy mailed to: Southern District, Department of Water Resources, Attention: Environmental Scientist, Recreation and Environmental Studies Section, 770 Fairmont Avenue, Glendale, California 91203-1035.
11. **Payment Retention.** State reserves the right to withhold from payments made under paragraph 10 up to 10 percent of the value of the submitted invoices until it is satisfied that the project being financed by this grant is completed. It is understood that such retentions may be withheld until a report summarizing project results is received and found satisfactory by State. Grantees may substitute securities for such retentions as provided by Government Code Section 4590 and shall receive any interest thereon.
12. **Final Report and Questionnaire.** Upon completion of the project, Grantees shall submit a final written report which contains: (1) a description of conditions before the project was executed, (2) a summary of the restoration and planning work and techniques used, (3) a description of the results of the project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring. The report must include photographs of planning and restoration activities and techniques.
13. **Work Plan.** Items included in the attached Work Plan budget, Exhibit B, and designated for funding by DWR may be undertaken by Grantees prior to execution of this contract at their own risk and requires written consent by both/all Grantees which will be provided to DWR.

14. **Maintenance.** Grantees agree to use, manage, and maintain the property acquired, developed, rehabilitated or restored with the grant funds provided in this Agreement consistent with the purposes of the program. Specific maintenance activities are outlined in Exhibit C. Grantees or their successors may, with the approval of State, transfer this responsibility to use, manage, and maintain the property.
15. **Property Rights Acquisitions.** Grantees may acquire real property rights for the purpose of the protection, restoration, and enhancement of urban creek channels by combining an effective and low-cost means of flood control protection with the preservation and enhancement of natural environmental values. Whenever any real property fee title or interest is to be acquired with grant funds, the following shall apply:
- A. Grantees shall submit a preliminary title report, vesting documents, and a fully conformed appraisal report to State pursuant to the Appraisal Requirements, Exhibit D. The report shall be prepared and signed by a qualified general appraiser, who is licensed by the California Department of Real Estate Appraisers and demonstrates compliance with the Uniform Standards for Professional Appraisal Practices (USPAP). The reports shall be submitted to State for approval prior to disbursement of funds for the acquisition. For low value property interests, State, in its sole discretion, may waive any of the foregoing submittal requirements.
  - B. The property rights shall be acquired from a willing seller and in compliance with current laws governing acquisition of properties by public agencies.
  - C. Grantees shall provide sufficient notice to adjacent landowners and other members of the public to enable public input on interests that may be affected by the acquisition and changes in land use.
  - D. Grantees shall use, manage, and maintain the property in a manner consistent with the purpose of the acquisition, for at least [N/A or 20] years. Grantees further assume all management and maintenance costs associated with the acquisition, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. State shall not be liable for any cost of such management or maintenance.
  - E. Grantees shall identify all riparian rights that will be affected by a real property acquisition and propose appropriate treatment of such rights.
  - F. Fee title shall generally be acquired by the local agency co-sponsor. However, if the non-profit co-sponsor has 501(c)(3) status, it may acquire fee title. In the latter case, fee title shall be transferred within 180 days after completion of the on-site work to the local agency co-sponsor, which hereby agrees to accept such transfer.
  - G. An Irrevocable Offer to Dedicate a real property interest for public use that is less than a fee title, such as an easement or license, shall include the following provisions, and shall be recorded concurrently with the instrument that conveys the real property interest to Grantees:

1. the entity with the authority to accept the offer to dedicate the real property interest shall be identified in the offer and shall be the local agency co-sponsor with the capacity to accept an offer to dedicate title to the real property interest for public use; and
  2. the irrevocable offer to dedicate can only be extinguished or abandoned by such local agency after at least [N/A or 20] years and in accordance with applicable laws and regulations.
- H. Grantees shall complete the attached Acquisition Cost Schedule, Exhibit E, which includes budget items relevant to the acquisition.
- I. Method of payment. Funds provided by State for real property acquisitions shall be deposited by State with an escrow holder acceptable to State and with escrow instructions regarding funding and disbursal provided by State. If the escrow does not close by the date set forth in State's escrow instructions, or such other date as may be agreed to by the parties, the funds shall be returned to State.
- J. Grantees shall supply a copy of any recorded vesting documents to State after close of escrow.
16. **Amendment** The provisions of this agreement may be amended by agreement between State and Grantees.

**DRAFT**

**Agreement No. P40-\_\_\_\_\_**  
**SAP Contract No. \_\_\_\_\_**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Approved as to Legal Form  
and Sufficiency:

**STATE OF CALIFORNIA**  
**DEPARTMENT OF WATER RESOURCES**

By \_\_\_\_\_  
Chief Counsel  
Department of Water Resources  
P. O. Box 942836  
Sacramento, CA 94236-0001

By \_\_\_\_\_  
Chief, Division of Planning and  
Local Assistance

Sponsor \_\_\_\_\_

By \_\_\_\_\_  
Signature

Address \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

\_\_\_\_\_

Co-sponsor \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Address \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Attachments

**EXHIBIT A**  
**STANDARD CLAUSES**

**State of California**  
**The Resources Agency**  
**DEPARTMENT OF WATER RESOURCES**  
**STANDARD CLAUSES**

**A-1. Worker's Compensation Clause**

Grantees affirm that they are aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Grantees affirm that they will comply with such provisions before commencing the performance of the work under this Agreement. Grantees will also make their contractors and subcontractors aware of this provision and determine that they have complied with it before commencing work on the project.

**A-2. Claims Dispute Clause**

Any claims that Grantees may have regarding the performance of this Agreement, including but not limited to claims for additional compensation or an extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days (30) calendar days of their accrual. State and Grantees shall then attempt to negotiate a resolution of such claims and process an amendment to this Agreement to implement the terms of any such resolution.

**A-3. National Labor Relations Board Clause**

In accordance with Public Contract Code Section 10296, Grantees declare under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Grantees within the immediately preceding two-year period because of Grantees' failure to comply with an order of a federal court which orders Grantees to comply with an order of the National Labor Relations Board.

**A-4. Nondiscrimination Clause**

During the performance of this Agreement, Grantees, their contractors and subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Grantees shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantees, their contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2

Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

Grantees, their contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantees shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

Grantees, their contractors and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during normal business hours, but in no case less than 24 hours notice, to such of their books, records, accounts, other sources of information and their facilities as said Department or Agency shall require to ascertain compliance with this clause.

Grantees' signatures on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that Grantees have, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

**A-5. State to be Held Harmless**

Grantees agree to indemnify the State of California, Department of Water Resources and its officers, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability whether partially or entirely or directly or indirectly due or incident to the project.

**A-6. Compliance with Laws, Regulations, Permit Requirements**

Grantees shall at all times comply with, and require their contractors and subcontractors to comply with, all applicable Federal and State laws, rules and regulations and permits and all applicable local ordinances, specifically including but not limited to labor, environmental, procurement and safety laws, rules, regulations, permits and ordinances.

**A-7. Successors and Assigns**

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Agreement or any part hereof, rights hereunder or interest herein by the Grantees shall be valid unless and until approved by State and made subject to such reasonable terms and conditions as State may impose.



**A-8. Audit Requirement**

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State and the State Auditor General for a period of three years after final payment under this Agreement with respect to all matters connected with its performance, including but not limited to the cost of administering this Agreement. All records of Grantees shall be preserved for this purpose for at least three years after completion of the project.

**A-9. Inspections**

- (a) State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to all of Grantee's contracts and subcontracts, and Grantees shall include provisions ensuring such access in all their contracts entered into pursuant to this Agreement.
- (b) State shall have the right to inspect the project site at any and all reasonable times after completion of the project to ensure compliance with paragraphs 1 and 7 of this Agreement.
- (c) During regular office hours, each of the parties shall have the right to inspect and to make copies of any books, records, or reports of the other parties relating to this Agreement. Each of the parties shall maintain and shall make available at all times for such inspection accurate records of all of their costs, disbursements and receipts with respect to their activities under this Agreement.

**A-10. Performance Evaluation**

Grantee's performance under this Agreement will be evaluated after completion.

**A-11. Contracting Officer of State**

The contracting officer of State shall be the Chief of the Division of Planning and Local Assistance of the Department of Water Resources of the State of California and that person's successors or duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews and determinations required by State under the terms of this Agreement.

**A-12. Remedies Not Exclusive**

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**A-13. Amendments**

This Agreement may be amended in writing by mutual agreement of the parties. Any request by Grantees for amendments must be in writing, stating the amendment requested and the reason for the request. Grantees shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.

**A-14. Waiver of Rights**

It is the intention of the parties hereto that from time to time either party may waive any of their rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

**A-15. Notices**

All notices required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its contracting officer and for Grantees by such officers as from time to time they may authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

**A-16. Ownership and Use of Photographs, Audio and/or Video Recordings and other Publications**

Grantees shall provide the Department with reasonable access to all original photographic materials, audio and video recordings of work funded by this grant, and authorize State to use any part or all of the photographic materials, master audio and master video recordings for the State's purposes.

Grantees shall make available to State for its review and comment a copy of any completed publication, brochure, video or audio tape produced in whole or in part with funds from this grant prior to releasing it to parties other than Grantees and Grantees' contractors and subcontractors. No release of such materials shall be made without the joint approval of the State and Grantees. Approval shall not be unreasonably withheld.

**A-17. Drug Free Workplace Certification**

By signing this Agreement, Grantees hereby certify under penalty of perjury under the laws of the State of California that Grantees will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and volunteers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees and volunteers for violations.

2. Establish Drug-Free Awareness Program to inform employees and volunteers about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and assistance programs, and
  - (d) Penalties that may be imposed upon for drug abuse violations.
3. Every employee and volunteer who work on the proposed Agreement or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on or participation in the Agreement or grant.

This Agreement or grant may be subject to suspension of payments or termination, or both, and the Grantees may be subject to debarment if the department determines that: (1) the Grantees have made a false certification, or (2) the Grantees have violated the certification by failing to carry out the requirements noted above.

#### A-18. Americans with Disabilities Act

By signing this Agreement, Grantees assure State that they comply with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### A-19. Conflict of Interest

##### Current State Employees:

- (a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- (b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

##### Former State Employees:

- (a) For a two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.

- (b) For a twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**A-20. Child Support Compliance Act**

For any Agreement in excess of \$100,000, Grantees acknowledge that:

- (a) Grantees recognize the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and;
- (b) Grantees, to the best of their knowledge, are fully complying with the earnings assignment orders of all employees and are providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**A-21. Recycled Materials**

Grantees hereby certify under penalty of perjury that   0   (enter value or "0") percent of the materials, goods and supplies offered or products used in the performance of this Agreement meet or exceed the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

**A-22. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**A-23. Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**A-24. Software Copyright**

Where software usage is an essential element of performance under the Agreement, Grantees certify that they have appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for acquisition, operation or maintenance of computer software in violation of copyright laws.

**A-25. Air or Water Pollution Violation**

Grantees shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**A-26. Union Organizing**

Grantees acknowledge the applicability of Government Code 16645 through 16649 to this Agreement and hereby certify that:

- (1) No State funds disbursed by this grant will be used to assist, promote or deter union organizing.
- (2) Grantees shall account for State funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- (3) Grantees shall, where State funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
- (4) If Grantees make expenditures to assist, promote or deter union organizing, Grantees will maintain records sufficient to show that no State funds were used for those expenditures, and Grantees shall provide those records to the Attorney General upon request.

**A-27. Budget Contingency Clause**

State and Grantees agree that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In such event, State shall have no liability for further payment of any funds whatsoever to Grantees or to furnish any other considerations under this Agreement and Grantees shall not be obligated for any further performance of any provisions of this Agreement.

If funding for this program in any fiscal year is reduced or deleted by the Budget Act State shall have the option to either: cancel this Agreement with no liability occurring to State, or offer an Agreement Amendment to Grantees to reflect the reduced amount.

**A-28. Travel and Per Diem Expenses**

- I. **SHORT-TERM PER DIEM EXPENSES:** Grantees reimbursement of employees for short term per diem expenses shall be limited as follows:

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

**Meals:**

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

**Lodging:**

Statewide	Actual up to \$84.00 plus tax
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**When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.**

**When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.**

**If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.**

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
  2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

**DRAFT**

**Agreement No. P40-\_\_\_\_\_**  
**SAP Contract No. \_\_\_\_\_**

**EXHIBIT B**  
**WORK PLAN**

Page \_\_ of \_\_

Work Plan will be inserted by USRP staff upon review/approval.



**DRAFT**

**Agreement No. P40-\_\_\_\_\_**  
**SAP Contract No. \_\_\_\_\_**

**EXHIBIT B**  
**BUDGET**

Page \_\_ of \_\_

Budget will be inserted by USRP staff upon review/approval.

**DRAFT**

**Agreement No. P40-\_\_\_\_\_**  
**SAP Contract No. \_\_\_\_\_**

**EXHIBIT C**  
**MAINTENANCE PLAN**

Page \_\_ of \_\_

Maintenance Plan will be inserted by USRP staff upon review/approval.

**EXHIBIT D**  
**APPRAISAL PROVISIONS**

1. Grantees shall provide Department of Water Resources two copies of all appraisal reports.
2. The property owner or a designated representative will be offered the opportunity to accompany the appraiser during property inspection. The appraisal shall include a statement that the owner or representative was given this opportunity, and that they accepted or declined. If the offer was accepted, the date of the inspection shall be stated in the report.
3. The report shall discuss all encumbrances of record.
4. The report shall be a complete or summary appraisal, in a self-contained appraisal report format to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) currently adopted by the Appraisal Standards Board of the Appraisal Foundation, standard and ethics of the Appraisal Institute, and the requirements of Cal. Evidence Code §822. The appraiser shall correct any omissions or errors on his/her part at no extra cost.
5. There shall be a letter of transmittal summarizing the important assumptions and conclusions, value estimate, date of value and date of report.
6. The report shall include:
  - a. a list of assumptions and limiting conditions;
  - b. a description of the scope of work, including the extent of data collection and limitations;
  - c. a statement of the definition of market value as defined in 12 CFR Part 34.42, and Federal Register 55, 165 pg. 34696;
  - d. photographs, plat maps and a legal description of the subject property;
  - e. ownership and sales history of the subject property during the past three years;
  - f. a regional (up to and including County, if necessary), area, and immediate vicinity (neighborhood) analysis;
  - g. a description of improvements on the subject property, including physical age and condition;
  - h. a history of the leasing and operating cost history of the subject property;
  - i. an opinion on the highest and best use of the subject property, and reasoning in support of the opinion in the depth and detail required by its significance to the appraisal. If alternative feasible uses exist, the report should include an explanation of the market, development, cash flow and risk factors leading to an ultimate highest and best use;

- j. all approaches to market value applicable to the subject market, including an explanation and support for not using any usual approach to value;
  - k. maps showing comparable properties in relation to the subject property. The report shall include photographs and plat maps of comparable properties. The report shall discuss the comparable properties and make direct comparisons to the subject property;
  - l. comparable sales data sheets, that include: grantor/grantee, sale/recordation dates, financing, conditions of sale, location information, land/site characteristics, improvements, other relevant information and confirming source; and
  - m. a discussion of severance damages or lack thereof.
- 7. The report shall describe market conditions and trends, including identification of the relevant market, a discussion of supply and demand within the market area and a discussion of the relevant market factors impacting demand.
  - 8. The report shall describe the characteristics of the subject property (size, topography, zoning and land use, utilities, offsite improvements, access, easements and restrictions, flood and earthquake information, toxic hazards, taxes and assessments, and other relevant information).
  - 9. In the course of the appraiser's investigation of the property and review of related documents, the appraiser shall consider the results of a site assessment report.
  - 10. The report shall discuss the effect of the exceptions to title on fair market value.
  - 11. The report shall discuss and conclude whether there has been an implied dedication of the property to the public due to the public's use of the property without challenge by the owner.
  - 12. The report shall include a reconciliation and final value estimate, with an explanation and support for all conclusions. The report shall include any departures taken in the development of the appraisal.
  - 13. The report shall be prepared and include a signed certification by a California licensed appraiser.

**DRAFT**

Agreement No. P40-\_\_\_\_\_  
SAP Contract No. \_\_\_\_\_

**EXHIBIT E  
LAND ACQUISITION COST SCHEDULE**

<b>Stream Name:</b>	
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Indicate fee or easement:			
Willing Seller? (check one)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

ACQUISITION BUDGET				
I. Land Value	DWR Share	Other Share	Other Share Description	Total Cost
Fair Market Value				
Improvements				
Other				
<b>Subtotal</b>				
<b>II. Associated Costs</b>				
Preliminary Title Rpt.				
Appraisal				
Negotiations				
Escrow				
Surveying				
Site Assessment				
Other				
Other				
<b>Subtotal</b>				
<b>III. Other Costs</b>				
Administration				
Contingency				
<b>Subtotal</b>				
<b>Grand Total</b>				

ACQUISITION SCHEDULE		
Description	Timeframe	Comments
Request Appraisals		
Submit appraisal and title report for State approval		
Submit instruments of conveyance, escrow instructions, and purchase agreements for State approval		
Close of escrow and complete acquisition		